

Software and Service Information

Disbursements

1. Donations

- a. **Applicability.** The terms in this Section 1 apply to Benevity products that enable donations via the System.
- b. **General.** The System enables donation of funds to Foundations and disbursement to Recipient Organizations. Donations may be made via: (a) a Participant using its own funds (such as via a credit card, PayPal or payroll deduction) (a "**Direct Gift**"); (b) as part of a Matching Program funded by Client or Matching Partners (a "**Matching Gift**"); (c) an arrangement under which an Eligible End User is afforded the right to provide Donor Advice (defined below) respecting a donation made by Client or other Participant (such as a charitable gift card, volunteer rewards or some Matching Gifts) (a "**Donor Advice Gift**"); or (d) a corporate grant (a "**Grant**").
- c. **Foundations:**
 - i. **General.** Benevity works with third-party charitable foundations that are registered in the jurisdictions in which they are established and which utilize a "donor advised fund" or similar model ("**Foundations**") so donation funds can be aggregated and disbursed via the System. As is required under applicable laws and customary for the utilization of donor advised funds, each Foundation takes full legal ownership, control and discretion over donation funds it receives as of the Donation Date. Each Foundation may also take into consideration, although it is not legally obligated to follow, advice from Participants as to the recommended Recipient Organization(s) ("**Donor Advice**") when disbursing funds (except in very limited circumstances where required by law, for example, Fonds de Participation in France). Any interest earned on donations belongs to the Foundation. Donor Advice is provided when a donation has been made via the System and a Participant has recommended a Recipient Organization to receive a distribution from the Foundation.
 - ii. **Localized Experiences.** The Client Integration will have one or more Localized Experiences enabled during implementation. Additional Localized Experiences may be added upon the Parties' mutual agreement. If indicated in the Order Document, the Client Integration will also include Cross-Border Donation functionality as described below.
 - iii. **Current List of Foundations.** Benevity may replace any Foundation in the below list with a different Foundation at any time upon notice to Client.

Localized Experience	Foundation
Aotearoa New Zealand ¹	Aotearoa New Zealand Online Giving Foundation
Australia	The Trustee for the Australian Online Giving Foundation
Canada	Canadian Online Giving Foundation
France	Fonds de Participation Solidaire
Germany	Haus des Stiftens für Unternehmen & Non-Profits gGmbH
India	Online Giving Foundation (India)
Ireland	The Irish Online Giving Foundation
United Kingdom	Charitable Giving
United States	American Online Giving Foundation, Inc.
Cross Border Donations	The UK Online Giving Foundation

d. **Flow of Funds.**

- i. **Donation Reports.** The System will generate and electronically submit to Client a monthly report (the “**Donation Report**” or “**DR**”) which will identify (i) the donation amounts donated by Participants within the Client Integration during the preceding month and (ii) the Donation Funding Amount. Separate DR(s) are provided to Client in respect of each Foundation and each applicable currency. The Donation Funding Amount will be transferred by Client to the respective Foundation(s) in the currency of the Localized Experience via EFT or ACH (checks are not accepted) within fourteen (14) days following the issue date of the DR. From the applicable Donation Date and until the actual transfer of the Donation Funding Amount to the Foundation(s), Client agrees to hold funds representing the applicable Donation Funding Amount as limited agent for, and on behalf of, the respective Foundation(s) (the “**Agency Property**”). Client may commingle the Agency Property with any other property or assets until transferred.
- ii. **Float Fund.** Client may choose, in its sole discretion, to make payment(s) of donations to the Foundation on account of future Donation Funding Amounts in advance of the DR funding date and Donor Advice being received by the Foundation (the “**Float Fund**”). The intent of the Float Fund is to facilitate disbursement within a timely fashion in recognition of Donation Funding Amounts and provide the

¹ Note: In the event payroll deductions are included for the Aotearoa New Zealand Online Giving Foundation, Client should ensure that the IR348 (Employment Information Form) and the IR345 (Employer Deductions Form) are filed electronically with Inland Revenue prior to enabling payroll deduction functionality.

Foundation with a sufficient balance of funds to be distributed to Recipient Organizations for future periods. If Client chooses to transfer Float Funds to the Foundation, then the Parties will discuss and agree upon the timing, amounts and other details regarding such transfer of Float Funds. For clarity, Float Funds constitute a donation to the Foundation and are subject to the same terms and conditions as all other donations as contemplated in the Software and Service Information.

- iii. **Non-Payment of Funds.** In circumstances where: (i) Client has not provided all or any portion of the Donation Funding Amount or other Participant or Merchant Account provider has not provided all or any portion of the Donation Funds to the Foundation; or (ii) the Foundation deems it necessary in its sole discretion to reverse a transaction or return any portion of Donation Funds, then no donation can be deemed effected for funds not received or returned by the Foundation and no receipt is validly issued for such funds.
- iv. **Funds Disbursement to Recipient Organizations.**
 1. **General.** The Foundations, in their sole discretion, determine whether and when to make disbursements to Eligible Causes. The Foundations typically make monthly disbursements (less applicable deductions and markups as outlined herein, including without limitation Cause Support Fees, foreign exchange markup, Merchant Fees and Manual Check Fees) to Recipient Organizations, either by EFT/ACH or manual check, provided that: (A) none of the Special Circumstances (defined below) apply; (B) the Manual Check Threshold has been met, if applicable; (C) no minimum donation/disbursement thresholds or maximum limits apply and there are no Recipient Organization requirements for different disbursement timing; and (D) the Foundations are in receipt of sufficient Donation Funds from Client, Merchant Account providers or other Participants to disburse to Recipient Organizations.
 2. **Foundation Fee Schedule.** The Foundation Fee Schedule found [here](#)² outlines deductions and markups and applicable thresholds that may be applied by the Foundations prior to making disbursements to Recipient Organizations. Benevity may update the Foundation Fee Schedule from time to time and any such changes will come into effect immediately upon Benevity's updates.
 3. **Special Circumstances.** In circumstances where: (a) Donor Advice is not provided by a Participant in a timely manner and in any event within 12 months following December 31 of the year of the Donation Date of such Donation Funds; (b) a required Matching Gift for a donation has not been provided to the Foundation by the entity providing the Matching Gift; (c) an Eligible Cause recommended by a Participant as part of Donor Advice is (1) no longer registered or in good standing with applicable tax laws or other relevant regulatory authority, or (2) otherwise suspended or no longer in the Eligible Causes Database; or (d) the Foundation, exercising its discretion as the sponsoring organization of a donor advised fund or equivalent arrangement, chooses to decline to follow the

² https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity_Fees_Schedule_092023.pdf

Donor Advice, (collectively, the “**Special Circumstances**”) then the relevant Foundation will make the determination as to the Recipient Organization to which, and the timing within which, disbursement will be made. In such circumstances, Benevity will liaise with the relevant Foundation and advocate for the ability of the Client and/or other Participant, as applicable, to provide alternative Donor Advice through the System.

4. **Reversals.** Donation Funds are not refundable. In the event a Foundation agrees in its sole discretion to a transaction reversal requested by Client, an administrative fee will be charged. If there is a charge-back in respect of any transaction made via the Merchant Account, then the amount of any such charge-back will be paid for by Client in the case of a shortfall of the Donation Funds, unless Client has obtained written consent for such reversal from Benevity and the relevant Foundation.
- e. **Cross-Border Donations.** Donations with recommendation of International Causes (defined below) and Non-Profit Organizations (the “**Cross-Border Donations**”) are made to a separate Foundation, currently The UK Online Giving Foundation. An “International Cause” is defined as (i) an Eligible Cause that is located and/or registered in a country outside of the applicable Localized Experience and/or (ii) an Eligible Cause that is located and/or registered in a given Localized Experience, but the Participant is mapped to a different Localized Experience. The list of International Causes and Non-Profit Organizations presented to Participants will be determined by Benevity at its sole discretion. Cross-Border Donations are generally subject to the provisions outlined in Section 1(c) Foundations and 1(d) Flow of Funds provided that Cross-Border Donation functionality permits donations to Non-Profit Organizations, which are not Eligible Causes (and, therefore, references to “Eligible Causes” in these sections are intended to include Non-Profit Organizations for the purpose of Cross-Border Donations).
- f. **Donation Documentation**
 - i. **General.** A document evidencing a Participant’s donation may be provided to such Participant from the applicable Foundation, in respect of donations received by the Foundation in accordance with the Agreement. While a donation may be eligible for tax deductibility, Benevity does not provide tax or legal advice and makes no representations as to whether any Donation Documentation issued by a Foundation will provide any tax benefit for such Participant. Participants should consult their own tax and legal advisors respecting the actual tax or other impact of donations made through the System.
 - ii. **Voiding Donation Documentation.** Benevity and/or the applicable Foundation reserves the right (at their sole discretion) to void or cancel any Donation Documentation that has been improperly issued under the System for any reason upon providing notice of any such event to Client. Client agrees to make reasonable commercial efforts to provide notice of any such event to the relevant Participant.
- g. **Donation Funds after Termination.** Within thirty (30) days after the termination of Client’s rights to use the System for any reason, and without derogating from any other obligations of the Parties under the Agreement, the Client will: (i) transfer any Agency

Property held for the respective Foundations respecting Donation Funds or otherwise pay all sums remaining unpaid to the respective Foundations under the Agreement; and (ii) use reasonable commercial efforts to ensure that all Participants provide Donor Advice respecting any Donation Funds that are available for Donor Advice within their giving account within the System. Should Donor Advice not be provided in respect of such Donation Funds within ninety (90) days, such Donation Funds may be disbursed by the applicable Foundation(s) in the absence of any Donor Advice for consideration.

- h. **No impermissible benefits.** As required by various laws and regulations, it is Client's responsibility to ensure it does not make a donation or provide Donor Advice for any of the following, directly or indirectly, in whole or in part:
 - i. to discharge an obligation that is legally enforceable against Client or any other entity; or
 - ii. in exchange for a more than an incidental benefit or any other impermissible private benefit received by Client or any other entity affiliated with Client, including without limitation memberships, dues, tickets, sponsorships, meals or tuition.
- i. **Compliance with laws.** It is Client's responsibility to ensure it is permitted to make donations and provide Donor Advice in accordance with all laws and regulations that apply to it prior to making such donation and providing such Donor Advice.

2. Community Investment - Sponsorship Funding

- a. **Applicability.** The terms in this Section 2 apply to the extent that Client has purchased the Community Investment product.
- b. **General.** Benevity works with Global Online Giving Organization, Inc. (the "**Funding Entity**"), a third-party non-profit organization. The Funding Entity is distinct from the Foundations. Funds will be sent to the Funding Entity via the System when Client has indicated there is a benefit to Client that is associated with such funds (for example, in case of a corporate sponsorship). Client is required to select "Yes, I am receiving a benefit" (or similar wording) under the "Grant Benefits" option when any grant that it intends to fund through the System has any benefit that will be received by Client for sending such grant. In that instance, the Funding Entity receives such funds directly, together with Client's instructions for the ultimate disbursement of such funding, less applicable fees, to the Eligible Cause or Non-Profit Organization selected by Client in the System ("**Funding Instructions**"). The Funding Entity aggregates all funding and makes disbursements to applicable Eligible Causes and Non-Profit Organizations in accordance with Funding Instructions. Any interest earned on funding belongs to the Funding Entity. Benevity may replace the Funding Entity with a different non-profit organization at any time upon notice to Client.
- c. **Flow of Funds.**
 - i. **Donation Reports.** The System will generate and electronically submit to Client a monthly DR which will identify the Funding Amount (as defined herein). The "Funding Amount" means the funding amounts that Client has chosen to provide to the Funding Entity via direct debit or EFT/ACH (checks are not accepted) within fourteen (14) days following Client's receipt of the DR.

- ii. **Non-Payment of Funds.** In circumstances where: (a) Client has not provided all or any portion of the Funding Amount; or (b) the Funding Entity deems it necessary in its sole discretion to reverse a transaction or return any portion of Entity Funds, then no funding can be deemed effected for funds not received or returned by the Funding Entity.
- iii. **Funds Disbursement to Recipient Organizations.**
 - 1. **General.** The Funding Entity typically makes monthly disbursements (less applicable deductions and markups as outlined herein, including without limitation Cause Support Fees and foreign exchange markup) to Recipient Organizations, either by EFT/ACH or manual check, provided that: (a) there are no circumstances affecting the Funding Entity's ability or willingness to disburse funds to a Recipient Organization in accordance with Funding Instructions (the "**Entity Special Circumstances**"); (b) the Manual Check Threshold has been met, if applicable; and (c) the Funding Entity is in receipt of sufficient Entity Funds from Client to disburse to Recipient Organizations.
 - 2. **Entity Special Circumstances.** If Entity Special Circumstances apply, then the Funding Entity will, at its discretion, (a) reimburse Client, or (b) allow Client to provide alternate Funding Instructions through the System.
 - 3. **Reversals.** In the event the Funding Entity agrees in its sole discretion to a transaction reversal requested by Client, an administrative fee will be charged. If there is a charge-back in respect of any transaction made via the Merchant Account, then the amount of any such charge-back will be paid for by Client in the case of a shortfall of the Entity Funds, unless Client has obtained written consent for such reversal from Benevity and the Funding Entity.
- iv. **Miscellaneous.** The above Sections 1(d)(ii) Float Fund, 1(d)(iv)(2) Foundation Fee Schedule, and 1(f) Compliance with Laws each apply to the Funding Entity with the following wording replacements:
 - 1. all references to "Foundation, "Foundations" and "Foundations(s)" are replaced with "the Funding Entity";
 - 2. all references to "donations" are replaced with "funding";
 - 3. all references to "Donation Funds" are replaced with "Entity Funds", and
 - 4. all references to "Donor Advice" are replaced with "Funding Instructions".
- v. **No Donation Receipts.** When the Funding Entity receives funding from Client, no donation receipt or acknowledgement will be generated as such funding does not represent a tax effective donation. Client should consult its own tax and legal advisors respecting tax impacts of funding provided. The Funding Entity is receiving and disbursing Entity Funds to Recipient Organizations pursuant to Funding Instructions in accordance with industry practice in Canada.
- d. **Sponsorship funding - No impermissible benefits.** As required by the Funding Entity, it is Client's responsibility to ensure it does not provide funding and Funding Instructions, directly or indirectly, in whole or in part, in exchange for any impermissible private benefit

received by Client or any individual or other entity affiliated with Client, including without limitation, to pay memberships, dues or tuition.

3. General

- a. **Tax.** The issuance of Donation Documentation through the System or by a Foundation does not represent confirmation, assurance or opinion that the transaction giving rise to such documentation represents a tax credit or deduction respecting any Participant and all Participants must rely on their own tax and accounting advice respecting all such matters. In no event will Benevity or any Foundation or Funding Entity be responsible or liable for direct or indirect damages resulting from any tax, interest, fines, damages, penalties, reassessments or other levies imposed on any Participant by any taxing authority (governmental or otherwise) arising from or in connection with any Giving Program or the use of the System. Benevity has not provided and does not provide any tax or legal advice.
- b. **Foundations and Funding Entity.** The Foundations and Funding Entity are receiving Donation Funds or funding, as applicable, and making disbursements to Recipient Organizations (with consideration of Donor Advice or Funding Instructions, as applicable) in accordance with industry practice in their Localized Experience, as applicable.
- c. **Merchant Accounts.** The creditworthiness of Participants and the approval and completion of financial transactions by the Merchant Account provider are outside the scope of influence of the System or any Foundation or Funding Entity.

4. Definitions

Capitalized terms used herein will have the meanings described in this Section 4, unless defined elsewhere herein or in the MSA available online [here](#).³

- a. **"Cause Support Fee"** has the meaning given to such term in the Foundation Fee Schedule.
- b. **"Client Integration"** means the specific configuration and integration of the System for use by Client, Eligible End Users and other Participants (if any).
- c. **"Donation Date"** is the date upon which the applicable Foundation becomes the beneficial owner of the funds representing the allocated donation transactions. In the case of a Direct Gift from a Participant, this is typically the date upon which the Participant provided instructions through the System to make the donation; and, in the case of a Matching Gift, this is typically the date corresponding to the applicable date of the Direct Gift for which the Matching Gift applies.
- d. **"Donation Documentation"** means a donation receipt or acknowledgement from an applicable Foundation generated by the System.
- e. **"Donation Funding Amount"** means (i) the donation amounts that Client has chosen to donate to the relevant Foundation(s) during the preceding month, which may be in

³ https://b-hive.benevity.com/hc/en-us/article_attachments/27453774207636

- relation to the Participant donation amounts (including without limitation matching amounts) and which may also be unrelated to Participant donation amounts; and (ii) any Participant donation amounts that were donated in the preceding month and which are held by Client on behalf of the relevant Foundation(s).
- f. **"Donation Funds"** means the cash value of all donations tracked and recorded as part of Client's utilization of the System whether by way of a Direct Gift, Matching Gift, Donor Advice Gift, Grant or otherwise.
 - g. **"Eligible Causes"** means charities that are registered and in good standing with their relevant local governing authorities.
 - h. **"Eligible Causes Database"** means the database of Eligible Causes and Non-Profit Organizations that are eligible to be recommended by Participants for disbursement.
 - i. **"Entity Funds"** means the cash value of all funding tracked and recorded as part of Client's provision of funding to the Funding Entity via the System.
 - j. **"Foundation Fee Schedule"** means the Foundation Fee Schedule found at https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity_Fees_Schedule_092023.pdf.
 - k. **"Giving Programs"** means giving programs established by Client from time to time and which may include matching campaigns.
 - l. **"Localized Experience"** means those country(ies) for which a localized experience is deployed for the Client Integration during implementation. A listing of the applicable Localized Experience(s) is included in the Launch Authorization document during implementation.
 - m. **"Manual Check Fee"** has the meaning given to such term in the Foundation Fee Schedule.
 - n. **"Manual Check Threshold"** has the meaning given to such term in the Foundation Fee Schedule.
 - o. **"Matching Partners"** means Client-approved third parties who participate in or initiate Giving Programs.
 - p. **"Matching Program"** means a Giving Program whereby Client, a Matching Partner or other Participant matches an Eligible End User's Donation Funds.
 - q. **"Merchant Account"** means a merchant account maintained by the applicable Foundation which, in most cases, currently supports transactions made using one or more of PayPal, MasterCard, Visa, Discovery and/or American Express accounts, as applicable.
 - r. **"Merchant Fee"** has the meaning given to such term in the Foundation Fee Schedule.
 - s. **"Non-Profit Organizations"** means non-profit organizations which are not registered charities.
 - t. **"Participant"** means, as the case may be, an Eligible End User, Client or Matching Partner.
 - u. **"Recipient Organizations"** means, collectively, Eligible Causes and Non-Profit Organizations (with the singular form of the term referring to any one of them individually).

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